

IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI

QJR, LLC

PLAINTIFF

VERSUS

CASE NO 1:24-cv-00383-TBM-RPM

SECURIX, LLS and  
JONATHAN MILLER, INDIVIDUALLY  
AND AS CHAIRMAN OF SECURIX, LLC

DEFENDANTS

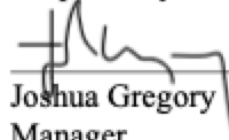
**DECLARATION OF JOSHUA GREGORY IN SUPPORT  
OF PLAINTIFF'S MOTION TO REMAND**

I, Joshua Gregory, pursuant to 28 U.S.C § 1746, hereby declare under penalty of perjury as follows:

1. I am the Manager of QJR, LLC ("Plaintiff"), and I am fully authorized to make this declaration on its behalf. I have personal knowledge of the facts set forth in this declaration, which are based on my direct involvement in the matters at issue and my review of relevant documents and records. If called as a witness, I could and would competently testify to the truth of these matters.
2. Plaintiff does not seek, and will not accept, damages exceeding \$75,000 in connection with this litigation. This limitation applies to all compensatory and punitive damages, costs, and fees referenced in Plaintiff's Complaint.
3. The primary relief sought by Plaintiff is equitable in nature, specifically the judicial dissolution of Securix Mississippi, LLC ("S-MS") and injunctive relief to address Defendant Jonathan Miller's ongoing misconduct. The references to compensatory and punitive damages in Plaintiff's Complaint are ancillary to the primary equitable relief sought.
4. This limitation does not apply to sanctions or other remedies that the Court may impose based on Defendant Jonathan Miller's conduct, including violations of court orders. Sanctions are imposed at the Court's discretion to vindicate its authority and deter future misconduct, and they are separate from the substantive claims raised in the Complaint.
5. This declaration is made in good faith to clarify Plaintiff's position regarding the amount in controversy for purposes of this litigation. Plaintiff expressly disclaims any entitlement to monetary relief exceeding \$75,000, exclusive of sanctions
6. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 24th day of January 2025.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joshua Gregory", is written over a horizontal line.

Joshua Gregory  
Manager  
**QJR, LLC**